CLTR-128163279 SERFF Tracking Number: State: Arkansas

State Tracking Number: Filing Company: Atlantic Specialty Insurance Company

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: Sub-TOI: H01 Health - Assumption Agreement H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption Notice/Certification Filing/ASIC/OBA 2012 Project Name/Number:

Filing at a Glance

Company: Atlantic Specialty Insurance Company

Product Name: Notice and Certification of SERFF Tr Num: CLTR-128163279 State: Arkansas

Assumption

TOI: H01 Health - Assumption Agreement SERFF Status: Closed-Approved-State Tr Num:

Closed

Sub-TOI: H01.000 Health - Assumption Co Tr Num: ASIC/OBA 2012 State Status: Approved-Closed

ASSUMPTION Agreement

Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Susan Coulter, Frank Disposition Date: 06/27/2012

Cripps, Wendy Hicks, Dana Suter,

Eve Indradat

Date Submitted: 06/06/2012 Disposition Status: Approved-

Closed

Implementation Date: Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: Notice/Certification Filing Status of Filing in Domicile: Pending

Project Number: ASIC/OBA 2012 Date Approved in Domicile: Requested Filing Mode: Review & Approval **Domicile Status Comments:**

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Other Explanation for Other Group Market Type: This

> is a Notice filing for existing businessoriginally issued by OneBeacon America Insurance

Company.

Overall Rate Impact: Filing Status Changed: 06/27/2012

State Status Changed: 06/27/2012

Created By: Frank Cripps

Corresponding Filing Tracking Number:

Submitted By: Dana Suter

Filing Description:

Deemer Date:

RE: Atlantic Specialty Insurance Company - NAIC # 27154 OneBeacon America Insurance Company - NAIC # 26021

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Notice and Certification of Assumption Form [AH 990 ASSU CW 04 12, Assumption Notice 5.22.12]

Pursuant to the terms of a Transfer and Assumption Agreement dated May 16, 2012 between OneBeacon America Insurance Company, Canton, Massachusetts and Atlantic Specialty Insurance Company, Canton, Massachusetts, Atlantic Specialty has assumed the liability for the following listed OneBeacon America policy forms and all related endorsements and riders in your state.

Form AH 200 OA AR 02 07 (Approved 3/26/07)

Form AH 422 OAICT 05 08 (Approved 5/20/08)

Form AH 650 BA CW 12 09 (Approved 2/12/10)

OneBeacon America Insurance Company and Atlantic Specialty Insurance Company are both member insurers of the OneBeacon Insurance Group.

On behalf of Atlantic Specialty Insurance Company, we are herewith filing the above referenced Notice and Certification of Assumption, which will be sent to all in force group policyholders and insureds under the above listed forms in your state.

We trust you will find this filing to be complete.

Please do not hesitate to contact me 609-443-7540 or by email at dana@coulter-and-associates.com should you have any questions.

State Narrative:

Company and Contact

Filing Contact Information

Frank Cripps, Consultant frank@coulter-and-associates.com

379 Princeton-Hightstown Rd 609-443-7540 [Phone] Cranbury, NJ 08512 609-443-4103 [FAX]

Filing Company Information

(This filing was made by a third party - coulterandassociatesinc)

Atlantic Specialty Insurance Company CoCode: 27154 State of Domicile: New York

One Beacon Lane Group Code: Company Type:
Canton, MA 02021 Group Name: State ID Number:

(212) 428-6580 ext. [Phone] FEIN Number: 13-3362309

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Filing Fees

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? Yes

Fee Explanation: AR fee is higher than domicile. Fee is \$50.00 per form.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Atlantic Specialty Insurance Company \$100.00 06/06/2012 59724553

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved- Rosalind Minor 06/27/2012 06/27/2012

Closed

Objection Letters and Response Letters

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Rosalind Minor 06/12/2012 06/12/2012 Dana Suter 06/26/2012 06/26/2012

Industry Response

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Disposition

Disposition Date: 06/27/2012

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Schedule	Schedule Item	Schedule Item Status Publi	c Access
Supporting Document	Flesch Certification	Approved-Closed Yes	
Supporting Document	Third Party Authorization	Approved-Closed Yes	
Supporting Document	Domicile approval	Approved-Closed Yes	
Supporting Document	Assumption Agreement	Approved-Closed Yes	
Form	Certificate of Assumption	Approved-Closed Yes	
Form (revised)	Assumption Notice	Approved-Closed Yes	
Form	Assumption Notice	Replaced Yes	

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06/12/2012 Submitted Date 06/12/2012

Respond By Date
Dear Frank Cripps,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate of Assumption, AH 990 ASSU CW 04 12 (Form)

Comment:

The Assumption Certification should follow the notice information outlined under Rule and Regulation 55, Section 6. Your attention is called to items (C), (D), and (E).

Thank you for your cooperation.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Response Letter

Response Letter Status Submitted to State

Response Letter Date 06/26/2012 Submitted Date 06/26/2012

Dear Rosalind Minor,

Comments:

Thank you for your feedback. Please see my comments below.

Response 1

Comments: We have revised our Notice to incorporate the required information

Related Objection 1

Applies To:

- Certificate of Assumption, AH 990 ASSU CW 04 12 (Form)

Comment:

The Assumption Certification should follow the notice information outlined under Rule and Regulation 55, Section 6. Your attention is called to items (C), (D), and (E).

Thank you for your cooperation.

Changed Items:

Form Name

No Supporting Documents changed.

Form

Edition

Form Schedule Item Changes

		,,				•
	Number Date			Specific	Score	Document
				Data		
Assumption Notice	AR	Other	Initial			AR
	Assumptio					Assumptio
	n Notice -					n Notice -
	Deemed					Deemed

Action

Action

Readability Attach

Form Type

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

5.22.12 Consent

Revised 6.26.12.pd

f

Previous Version

Assumption Notice Assumptio Other Initial Assumptio

n Notice n Notice 5.22.12 Letter -

Deemed Consent (5-22-12).pdf

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,

Dana Suter, Eve Indradat, Frank Cripps, Susan Coulter, Wendy Hicks

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Form Schedule

Lead Form Number: AH 990 ASSU CW 04 12

Schedule Item	Form Number	Form Type	e Form Name	Action	Action Specific Data	Readability	Attachment
Status							
Approved-	AH 990	Certificate	Certificate of	Initial			Assumption
Closed	ASSU CW		Assumption				Certificate
06/27/2012	2 04 12						Form
							(Final).pdf
Approved-	AR	Other	Assumption Notice	Initial			AR
Closed	Assumption	า					Assumption
06/27/2012	Notice -						Notice -
	Deemed						Deemed
	5.22.12						Consent
							Revised
							6.26.12.pdf

ONEBEACON AMERICA INSURANCE COMPANY

CERTIFICATE OF ASSUMPTION

[Policy Number]

May 16, 2012

You are hereby notified that, for all purposes on and after the Effective Date specified above, Atlantic Specialty Insurance Company ("Atlantic Specialty") has assumed liability for your policy of insurance originally issued by OneBeacon America Insurance Company ("OneBeacon America").

On and after the Effective Date, Atlantic Specialty has assumed all rights and duties under your policy and all references in the policy to OneBeacon America are hereby changed to Atlantic Specialty. All correspondence and inquiries such as policy changes and notices of claims should be submitted to:

Atlantic Specialty Insu	arance Company
[]
[]
This Certificate of Assumption form insurance policy issued to you by OneBeacon Amer	s a part of and should be attached to the rica.
IN WITNESS WHEREOF, Atlantic this Certificate of Assumption to be duly signed and	Specialty Insurance Company has caused issued.
Secretary	President

AH 990 ASSU CW 04 12 Page 1 of 1



ONEBEACON AMERICA INSURANCE COMPANY

ATLANTIC SPECIALTY INSURANCE COMPANY

	, 2012
Γ	
Policy Number:	
Policyholder:	

Dear Policyholder:

This notifies you of an agreement entered into between OneBeacon America Insurance Company ("OneBeacon America") and Atlantic Specialty Insurance Company ("Atlantic Specialty") on ______ 2012 to facilitate the assumption of OneBeacon America policies by Atlantic Specialty. Both OneBeacon America and Atlantic Specialty are members of the OneBeacon Insurance Group. You may obtain financial information concerning both OneBeacon America and Atlantic Specialty from OneBeacon Insurance Group's website at: www.onebeacon.com or by contacting your state insurance director at:

Arkansas Insurance Department 1200 West Third Street Little Rock, AR 72201 1-800-282-9134

The reason for the proposed transfer of your policy from OneBeacon America to Atlantic Specialty is to effect a realignment of different types of insurance business within the OneBeacon Insurance Group. The proposed assumption does not affect the terms and conditions of your policy and the transfer will be effected seamlessly.

Useful Information

Attached to this notice is a Certificate of Assumption which you should attach to the policy referenced above. The effective date indicated on this Certificate is the date of the transfer of your policy. Atlantic Specialty Insurance Company will have direct responsibility to you for all covered losses first occurring on or after this effective date. OneBeacon America Insurance Company will no longer have any obligations to you for losses occurring on or after this effective date.

All policyholder services under this policy, including billing/premium collection, will be performed by Atlantic Specialty on or after the referenced effective date, pursuant to an Administrative Services Agreement entered into between OneBeacon America and Atlantic Specialty. Your premium will continue to be remitted as follows: 1) by mail to: OneBeacon Insurance, OneBeacon Lane C2-45, Canton, MA 02021 or 2) by domestic wire transfer to: JP Morgan Chase Bank, OneBeacon Insurance Company Concentration Account #304170151, ABA Routing #021000021.

If you have any further questions about this agreement, you may contact OneBeacon America Insurance Company or Atlantic Specialty Insurance Company.

Sincerely,		

OneBeacon America Insurance Company 44 Whippany Road Morristown, NJ 07960 Attention: Tim Shaw 1-800-526-1255 Atlantic Specialty Insurance Company 44 Whippany Road Morristown, NJ 07960 Attention: Tim Shaw 1-800-526-1255

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 06/27/2012

Comments: Attachment:

Certification of Compliance - Readability.pdf

Item Status: Status

Date:

Satisfied - Item: Third Party Authorization Approved-Closed 06/27/2012

Comments: Attachment:

ASIC Authorization to File.pdf

Item Status: Status

Date:

Satisfied - Item: Domicile approval Approved-Closed 06/27/2012

Comments: Attachments:

MA Approval - ASIC-OBAIC Assumption Agreement.pdf

NY ASIC Assumption Agreement Ack Letter.pdf

Item Status: Status

Date:

Satisfied - Item: Assumption Agreement Approved-Closed 06/27/2012

Comments:

Attachment:

Assumption Agreement Rev. 6-1-12.pdf

CERTIFICATION OF COMPLIANCE FOR READABILITY

Form Name

Flesch Readability Score

Form number(s)

	Notice and Certification of	Assumption	62.3
Score is accurate, based of	of Federal Insurance Compa on the computer program us sed forms are readable und	sed to calculate the scor	res. I further certify that
Signature:	WHAT needs	<u> </u>	
Type the Name and Title:	Keith Fi	restone, Assistant Secre	etary
Date: Marc	h 12, 2012		



Date:

August 23, 2011

To:

State Insurance Departments

From:

Dennis R. Smith

Subject:

Filing Authority for Coulter & Associates, Inc.

I, Dennis Smith, an officer of Atlantic Specialty Insurance Company, have authorized Coulter & Associates, Inc., acting as our Contracts Consultants, to file products and correspond with your Department on our behalf.

Demman

This Authorization is effective until August 31, 2012.

Officer Signature: ___

Title: Secretary

From: DiBiasio, Robert (DOI) [mailto:robert.dibiasio@state.ma.us]
Sent: Tuesday, April 24, 2012 4:55 PM

To: McCarthy, Virginia A. **Subject:** RE: Form D Review

Hi Ginny,

I wanted to let you know that the Form D has been approved and you may proceed.

Bobby



Andrew M. Cuomo Governor Benjamin M. Lawsky Superintendent

May 16, 2012

Via Email

Ms. Virginia A. McCarthy Associate General Counsel & Secretary OneBeacon Insurance Company 150 Royall Street Canton, MA 02021

Re: Atlantic Specialty Insurance Company (ASIC) – Assumption Agreement and Administrative Services Agreement with OneBeacon America Insurance Company (OBAIC)

Dear Ms. McCarthy,

This is in reference to the captioned Agreements submitted under cover of your letter dated March 23, 2012 and subsequent correspondence. Such submission was made pursuant to Section 1505(d) of the New York Insurance Law ("NYIL").

You advise that the intent of the Assumption Agreement is to effect an orderly transition of existing policies within designated lines, described in the agreement, from OBAIC to ASIC on a novation basis. As a consideration for each novation, OBAIC shall, as of the novation date, pay or otherwise provide to ASIC the unearned premium reserve associated with such novated policy. As of December 31, 2011 the aggregate amount of OBAIC's reserves relating to the business in question was approximately \$23.3 million. As of the same date, the surplus to policyholders is \$93 million and \$183 million for ASIC and OBAIC, respectively. The entering into the Assumption Agreement will not result in any change in the amount of any company's policyholders surplus.

It is noted that this transaction is part of a larger plan involving the restructuring and consolidation of business within OneBeacon Group's numerous underwriting companies. This plan includes the redomestication of ASIC and its sister company, Homeland Insurance Company which was discussed previously with the Department.

The Administrative Services Agreement is a companion to the Assumption Agreement and provides for ASIC to perform certain administrative services related to the policies within the designated lines for both novated policies and non-novated policies. OBAIC will reimburse ASIC for the actual reasonable and necessary costs and expenses incurred by ASIC in providing the services to OBAIC.

Based on the foregoing representations and our review of the Agreements, we have no objection to the terms thereof pursuant to Section 1505(d) of the NYIL. Its implementation will be subject to review upon the examination of the domestic insurer.

Kindly provide us with an executed copy of the Agreements for our files and provide the finalized amounts for the settlement.

Very truly yours,

Niranjan Robert Associate Insurance Examiner Property Bureau

ASSUMPTION AGREEMENT

by and between

ATLANTIC SPECIALTY INSURANCE COMPANY

and

ONEBEACON AMERICA INSURANCE COMPANY

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "<u>Agreement</u>"), effective as of May 16, 2012, is made by and between OneBeacon America Insurance Company, a Massachusetts-domiciled insurer ("<u>Transferring Company</u>"), and Atlantic Specialty Insurance Company, a New York-domiciled insurer ("Assuming Company").

WHEREAS, Transferring Company and Assuming Company are indirect wholly owned subsidiaries of OneBeacon Insurance Group, Ltd. ("OBIG"), a Bermuda-domiciled company; and

WHEREAS, OBIG is in the process of realigning certain business segments within its group of affiliated companies; and

WHEREAS, Assuming Company has been designated as the entity to transact all business falling within the lines of Occupational Accident, Blanket Accident, Group Accidental Death and Dismemberment, Passenger Accident, and Short Term Disability insurance (the "Designated Lines"); and

WHEREAS, the parties hereto desire to effect an orderly transition from Transferring Company to Assuming Company of existing policies (individually a "Policy" and collectively the "Policies") within the Designated Lines on a novation basis; and

WHEREAS, Assuming Company also desires to perform certain administrative services on behalf of Transferring Company with respect to all Policies within the Designated Lines and Transferring Company agrees that Assuming Company shall provide such services pursuant to the terms, and subject to the limitations and conditions, as set forth in that certain Administrative Services Agreement entered into as of even date herewith;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and upon the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following terms shall have the respective meanings set forth below throughout the Agreement:

"<u>Administrative Services Agreement</u>" means that certain Administrative Services Agreement by and between Atlantic Specialty Insurance Company, as administrator, and OneBeacon America Insurance Company, effective as of even date with this Agreement.

"Agreement" means this Assumption Agreement.

"Assuming Company" shall have the meaning set forth in the introductory paragraph hereof.

"Designated Lines" shall have the meaning set forth in the third recital above.

"Non-Novated Policies" means Policies which have not become Novated Policies.

"Novated Policies" shall have the meaning set forth in Section 2.3.

"Novation Date" shall mean, as to each Novated Policy, the date and time fixed between Transferring Company and Assuming Company for the attachment of the Assuming Company's assumption of such Novated Policy, as more specifically set forth in Section 2.4.

"Policy" and "Policies" shall mean all policies, binders, slips and other agreements of insurance identified in Exhibit A attached hereto.

"Policy Liabilities" shall mean, with respect to each Novated Policy (i) all liability for losses first occurring on or after the Novation Date assigned to such Novated Policy; (ii) all loss adjustment expenses for losses first occurring on or after the Novation Date assigned to such Novated Policy; (iii) any refunds of Unearned Premiums due under the Novated Policy for the period from and after the Novation Date assigned to such Novated Policy; (iv) all commissions and similar payments in respect of the Novated Policy for the period from and after the Novation Date assigned to such Novated Policy; and (iv) all premium taxes, guaranty fund assessments, boards, bureaus and related obligations in respect of the Novated Policy for the period from and after the Novation Date assigned to such Novated Policy. For the avoidance of doubt, the Assuming Company shall have no liability whatsoever for losses or liabilities of any description occurring or accruing prior to the Novation Date with respect to any Novated Policy.

"Policyholders" means the individuals and entities insured under the Policies.

"<u>Transferring Company</u>" shall have the meaning set forth in the introductory paragraph hereof.

"<u>Unearned Premiums</u>" means the portion of premium written (regardless of when paid or due to be paid), calculated using the applicable daily pro-rata method, which are applicable to the unexpired term of a Novated Policy as of the Novation Date assigned to it.

ARTICLE II

ASSUMPTION

Section 2.1 <u>Assumption and Novation</u>. On and after the date first set forth above, Transferring Company and Assuming Company shall take all commercially reasonably steps, as set forth in Section 2.3 below, to seek and obtain novations of the Policies. For each novation obtained, Transferring Company hereby transfers to Assuming Company 100% of the Policy Liabilities associated with the Novated Policy.

- Effect of Novation. On and after the Novation Date Section 2.2 assigned to each Novated Policy, Transferring Company's obligations for all Policy Liabilities arising under such Novated Policy shall be completely extinguished. On and after the Novation Date assigned to each Novated Policy, Assuming Company shall be the successor to Transferring Company under such Novated Policy with respect to Policy Liabilities as if such Novated Policy had originally been issued by Assuming Company as of the Novation Date. On and after the Novation Date assigned to each Novated Policy, Assuming Company shall be substituted in the place and stead of Transferring Company and each Policyholder under such Novated Policy shall disregard Transferring Company as a party thereto and treat Assuming Company as if it had originally issued such Novated Policy as of the Novation Date. On and after the Novation Date assigned to each Novated Policy, Assuming Company accepts and assumes the Policy Liabilities for such Novated Policy subject to all rights, defenses, setoffs and counterclaims to which Transferring Company would be entitled with respect to such Novated Policy. The parties hereto expressly agree that no such rights, defenses, setoffs or counterclaims are waived by the execution of this Agreement or the consummation of the transactions contemplated by this Agreement and Assuming Company shall be fully subrogated to all such rights, defenses, setoffs and counterclaims and entitled to the benefits thereof as if it were Transferring Company.
- Section 2.3 Novation Procedures. As promptly as practicable after the effective date of this Agreement and provided that any applicable regulatory approval has been obtained, Assuming Company shall mail to each Policyholder an assumption letter substantially in the form attached hereto as Exhibit B. The parties agree that the assumption letter shall be modified to the extent allowed by, or required to comply with, applicable regulatory requirements in individual states. Transferring Company and Assuming Company agree that a Policyholder shall remain a Policyholder of Transferring Company until the Novation Date established for such Policyholder's Policy, which shall be established based upon either: (i) delivery by the Policyholder to the Assuming Company of the applicable acceptance of novation; or (ii) where permitted by applicable law, fulfillment of the requirements for Policyholder notice or consent to the assumption by Assuming Company to be deemed to have been given or obtained. Policies for which Policyholder consent is obtained or, where permitted by applicable law, Policyholder notice or consent is deemed to have been given or obtained, shall be defined herein as "Novated Policies."
- Section 2.4 <u>Novation Date</u>. The Novation Date for each Novated Policy shall follow and be based upon completion of the novation procedure described in Section 2.3 of this Agreement and shall be the date assigned by Assuming Company for such Novated Policy upon Assuming Company's processing of the novation for such Novated Policy in the ordinary course of its business operations.
- Section 2.5 <u>Policies.</u> <u>Inuring Reinsurance.</u> On and after the Novation Date assigned to each Novated Policy, Assuming Company shall be the successor and assign with respect to any reinsurance applicable, available, or otherwise inuring to the benefit of Transferring Company with respect such Novated Policy.
- Section 2.6 <u>Non-Novated Policies</u>. For the avoidance of doubt, the parties hereto expressly agree that nothing herein constitutes an assumption, whether by

reinsurance or otherwise, by Assuming Company of any Policy Liabilities whatsoever in respect of Non-Novated Policies.

ARTICLE III

ADMINISTRATION; CHANGES

Agreement, Transferring Company has appointed Assuming Company, and Assuming Company has accepted appointment, to assume responsibility to perform certain administrative services with respect to the Policies. Pursuant to and in accordance with the terms of the Administrative Services Agreement, Assuming Company shall assume responsibility to provide Transferring Company accounting and other reports as to the Policies necessary for Transferring Company's compliance with applicable laws. For Novated Policies on or after their respective Novation Dates, Assuming Company shall assume responsibility to perform administrative services on its own behalf. For Non-Novated Policies and for Novated Policies prior to their respective Novation Dates, Assuming Company shall assume responsibility to perform administrative services on behalf of Transferring Company. Nothing herein creates a principal/agent relationship between Transferring Company and Assuming Company.

ARTICLE IV

UNEARNED PREMIUM

As consideration for each novation occurring hereunder, Transferring Company shall as of the Novation Date assigned to each Novated Policy pay or otherwise provide to Assuming Company the Unearned Premium reserve associated with such Novated Policy.

ARTICLE V

PREMIUMS; RECOVERIES

With respect to each Novated Policy, Assuming Company shall be entitled to all premiums and other amounts received on or after the Novation Date assigned to such Novated Policy. Such amounts shall be payable or otherwise transferable directly to Assuming Company. Transferring Company shall pay or otherwise provide to Assuming Company any premiums actually received by Transferring Company with respect to any Novated Policies.

ARTICLE VI

ERRORS AND OMISSIONS

Any inadvertent neglect, delay, error or omission made by either Transferring Company or Assuming Company in connection with this Agreement or any transaction hereunder shall not relieve the other party from any liability which would have attached to such party had such neglect, delay, error or omission not occurred, provided that such neglect, delay, error or omission is rectified as soon as reasonably practicable after discovery.

ARTICLE VII

DUTY OF COOPERATION

Each party hereto shall cooperate fully with the other in all reasonable respects in order to accomplish the objectives of this Agreement. The duty of cooperation shall apply, but not be limited, to regulatory and litigation matters. Any reasonable out-of-pocket costs incurred by Transferring Company in providing such cooperation shall be reimbursed by Assuming Company. Notwithstanding the foregoing, the fulfillment by either party of its obligations under this Article VII shall not be a condition to the fulfillment by the other party of its obligations under this Agreement.

ARTICLE VIII

ARBITRATION

Any dispute arising out of this Agreement shall be submitted for consideration and decision, both on a confidential basis, by a board of arbitration composed of two arbitrators and an umpire, meeting in Minnetonka, Minnesota unless otherwise agreed by the parties.

The members of the board of arbitration shall be active or retired disinterested officials of insurance or reinsurance companies. Each party shall appoint its arbitrator and the two arbitrators shall choose an umpire before instituting the hearing. If either party should fail to choose an arbitrator within thirty (30) days following a written request by the other party to enter upon arbitration, then the requesting party may choose two arbitrators who shall in turn choose an umpire before entering upon arbitration. If the two arbitrators fail to agree on an umpire, then the umpire shall be chosen by the American Arbitration Association under the rules of such Association in effect at that time.

Each party shall present its case to the arbitrators within sixty (60) days following the date of their appointment. The board shall make its decision with regard to the custom and usage of the insurance and reinsurance industry. The board shall issue its decision in writing based upon a hearing in which evidence may be introduced without following strict rules of evidence but in which cross-examination and rebuttal shall be allowed. The board shall make its decision within sixty (60) days following the termination of the hearings unless the parties consent to an extension. The majority decision of the board shall be final and binding upon all parties to the proceeding. Judgment may be entered upon the award of the board in any court having jurisdiction thereof.

Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the umpire. The remaining costs of the arbitration proceedings shall be allocated by the board.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 <u>Headings</u>. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

Section 9.2 <u>Exhibits and Schedules</u>. Any exhibits and schedules to this Agreement that are specifically referred to herein are a part of this Agreement as if fully set forth herein.

Section 9.3 Notices. Any notice required or permitted hereunder shall be in writing and shall be delivered personally (by courier or otherwise), sent by facsimile or electronic mail transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, sent by facsimile or electronic mail transmission or, if mailed, three (3) days after the date of deposit in the United States mails, as follows:

(1) If to Transferring Company:

OneBeacon America Insurance Company

44 Whippany Road

Morristown, NJ 07960

Attention: Tim Shaw

(2) If to Assuming Company:

Atlantic Specialty Insurance Company

44 Whippany Road

Morristown, NJ 07960

Attention: Tim Shaw

Any party may, by notice given in accordance with this Section 9.3 to the other party, designate another address or person for receipt of notices hereunder.

Section 9.4 <u>Amendment</u>. This Agreement may not be amended, modified, changed, discharged or terminated, except by a written amendment to this Agreement signed by an authorized officer of each of the parties hereto.

Section 9.5 <u>Counterparts.</u> This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

- Section 9.6 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors (statutory or otherwise), permitted assigns and legal representatives; provided that, except as otherwise provided for in this Agreement, neither this Agreement, nor any right hereunder, may be assigned by either party (in whole or in part) without the prior written consent of the other party hereto and any unconsented assignment shall be void.
- Section 9.7 <u>Governing Law.</u> This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Massachusetts without giving effect to the principles of conflicts of laws thereof.
- Section 9.8 <u>Severability</u>. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, Transferring Company and Assuming Company each directs that such court interpret and apply the remainder of this Agreement in the manner that it determines most closely effectuates their intent in entering into this Agreement, and in doing so particularly take into account the relative importance of the term, provision, covenant or restriction being held invalid, void or unenforceable.
- Section 9.9 Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first party of any of its rights hereunder.
- Section 9.10 Entire Agreement. This Agreement, including its Exhibits and Schedules, and the Administrative Services Agreement constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the Administrative Services Agreement or the subject matter hereof or thereof, except as specifically set forth herein or therein.
- Section 9.11 Negotiated Agreement. This Agreement has been negotiated by the parties and the fact that the initial and final draft shall have been prepared by either party will not give rise to any presumption for or against any party to this Agreement or be used in any respect or forum in the construction or interpretation of this Agreement or any of its provisions.

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IN WITNESS WHEREOF, Transferring Company and Assuming Company have executed this Agreement on May 16, 2012.

ATLANTIC SPECIALTY INSURANCE COMPANY

By:		Inlittle	
,	Name:	TODO MIUS	
	Title:	TREATURER	

ONEBEACON AMERICA INSURANCE COMPANY

By:	<	Mith				
- ,	Name:	Topo Mills				
•	Title:	TREASURER	_			

Exhibit A List of Policies as of 5/16/2012

		PARTING (SEIVEO)
240000620	AK	Expiration Date
219900629 216000056	AL	3/1/2013
216000311	AL	9/1/2012
216001074	AL	11/1/2012
216001219	AL	6/1/2012
219900287	AL	6/17/2012
219900501	AL	9/12/2012
219900621	AL	10/31/2012
.219900705	AL	12/1/2012
219900706	AL	11/30/2012
219900713	AL	12/5/2012
219900714	AL	12/5/2012
219900730	AL	1/1/2013
219900736	AL	12/19/2012
219900746	AL	1/1/2013
219900753	ΑL	1/5/2013
219900776	AL	12/14/2012
219900811	AL.	1/25/2013
219900875	ΑĿ	2/21/2013
219900905	AL	3/2/2013
219900911	AL	3/8/2013
219900924	AL	3/12/2013
219900956	AL	4/1/2013
219900975	AL	4/13/2013 5/1/2013
212000083 216000512	AR AR	6/1/2013
216000512	AR	11/1/2012
219900005	AR	1/2/2013
219900005	AR	3/29/2013
219900020	AR	6/1/2012
219900437	AR	8/2/2012
219900494	AR	9/3/2012
219900563	AR	6/30/2012
219900987	AR	4/19/2013
214000016	ΑZ	7/1/2012
214000030	ΑZ	3/1/2013
216000183	ΑZ	2/1/2013
216000844	ΑZ	6/1/2012
219900020	ΑZ	9/2/2012
219900450	ΑZ	8/25/2012
219900472	ΑZ	9/1/2012
219900490	ΑZ	9/6/2012
219900598	AZ	10/11/2012
219900702	ΑZ	11/28/2012
219900710	AZ	12/5/2012
219900759	ΑZ	1/1/2013
219900770	AZ	1/3/2013
219900781	ΑZ	1/6/2013

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Policy = 2 =	Stati	Expiration Date
219900803	ΑZ	1/18/2013
219900866	AZ AZ	2/15/2013 7/31/2012
219900917 219901008	AZ	5/3/2013
219901006	AZ	5/15/2013
219901023	AZ	5/16/2013
212000026	CA	1/1/2013
212000041	CA	11/1/2012
212000042	CA	4/1/2013
212000043	CA	1/1/2013
212000052	CA	1/1/2013
212000077	CA	9/1/2012
212000087	CA	12/1/2012
212000095	CA	9/1/2012
212000099	CA	10/1/2012
214000000	CA	4/1/2013
216000259	CA	7/1/2012
216000449	CA	3/18/2013
216000531	CA	7/1/2012
216000550	CA	7/1/2012 7/26/2012
216000566 216000589	CA CA	9/1/2012
219000000	CA	12/31/2012
219000000	CA	12/31/2012
219000000	CA	2/14/2013
219000003	CA	12/31/2012
219900010	CA	2/1/2013
219900022	CA	3/1/2013
219900044	CA	2/19/2013
219900056	CA	4/14/2013
219900076	CA	3/16/2013
219900126	CA	4/25/2013
219900132	CA	5/1/2013
219900182	CA	12/1/2012
219900186	CA	4/25/2013
219900198	CA	6/27/2012
219900204	CA	6/1/2012
219900207	CA	3/1/2013 6/1/2012
219900208 219900222	CA CA	6/18/2012
219900222	CA	6/1/2012
219900227	CA	6/4/2012
219900227	CA	6/12/2012
219900226	CA	6/15/2012
219900254	CA	6/20/2012
219900256	CA	7/1/2012
219900257	CA	6/10/2012
219900273	CA	7/15/2012

		Anniversary or
Policy	State	Expliation Date
219900277	CA	7/1/2012
219900280	CA	7/1/2012
219900281	CA	6/27/2012
219900286	CA	6/29/2012
219900293	CA	6/30/2012
219900297	CA	7/1/2012
219900307	CA	. 7/13/2012
219900322	CA	7/12/2012
219900323	CA	8/13/2012
219900324	CA	7/12/2012
219900328	CA	7/14/2012
219900333 219900335	CA	8/16/2012 8/5/2012
219900335	CA	6/25/2012
219900347	CA	8/1/2012
219900347	CA	7/18/2012
219900349	CA	7/10/2012
219900392	CÀ	8/27/2012
219900392	CA	8/18/2012
219900433	CA	9/1/2012
219900442	CA	8/23/2012
219900482	CA	9/8/2012
219900487	CA	9/1/2012
219900489	CA	9/8/2012
219900504	CA	9/9/2012
219900531	CA	10/6/2012
219900537	CA	9/30/2012
219900541	CA	8/12/2012
219900542	CA	9/18/2012
219900547	CA	9/22/2012
219900554	CA	10/1/2012
219900583	ÇA	10/4/2012
219900590	CA	10/1/2012
.219900601	CA	10/15/2012
219900608	CA	10/14/2012
219900632	CA	10/28/2012
219900633	CA	10/28/2012
219900639	CA	12/2/2012
219900652	CA	11/20/2012
219900661	CA	11/19/2012
219900665	CA	11/11/2012
219900681	CA	11/17/2012
219900695	CA	11/23/2012
219900697	CA	11/23/2012
219900727	CA	12/14/2012
219900734	CA	12/15/2012
219900743	CA	1/1/2013
219900758	CA	12/28/2012

		Auriversany of
Ballav	Siate	Excitation Date:
219900762	CA	1/1/2013
219900773	CA	1/4/2013
219900774	CA	1/4/2013
219900775	CA	1/7/2013
219900789	CA	2/1/2013
219900794	CA	1/11/2013
219900796	CA	1/13/2013
219900801	CA	1/22/2013
219900812	CA	1/20/2013
219900816	CA	1/23/2013
219900828	CA	1/27/2013
219900841	CA	1/14/2013
219900846	CA	2/8/2013 2/8/2013
219900848	CA	2/8/2013
219900849 219900858	CA	2/15/2013
219900860	CA	2/13/2013
219900869	CA	2/16/2013
219900886	CA	2/24/2013
219900898	CA	3/1/2013
219900906	CA	3/2/2013
219900908	CA	3/5/2013
219900919	CA	4/1/2013
219900941	CA	3/22/2013
219900944	CA	3/23/2013
219900949	CA	3/22/2013
219900953	CA	4/1/2013
219900959	CA	3/30/2013
219900993	CA	5/1/2013
219901000	CA	9/1/2012
219901007	CA	10/14/2012
219901014	CA	5/8/2013
219901022	CA	5/11/2013
219901028	CA	6/10/2012
219901029	CA	5/16/2013 5/18/2013
219901034	CA CO	4/1/2013
219900066	CO	4/9/2013
219900092 219900187	co	6/1/2012
219900188	CO	5/31/2012
219900230	CO	6/1/2012
219900230	CO	7/31/2012
219900300	ÇO	7/1/2012
219900329	co	7/15/2012
219900348	CO	7/18/2012
219900354	CO	8/20/2012
219900371	CO	8/1/2012
219900380	CO	8/1/2012

Exhibit A List of Policies as of 5/16/2012

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Pelicy	State	A Control of the Cont
219900400	CO	9/1/2012
219900418	CO	8/10/2012
219900419	CO	8/15/2012
219900427	CO	9/1/2012
219900452	ÇQ	8/25/2012
219900458	CO	9/1/2012
219900475	CO	8/31/2012
219900483	CO	9/3/2012
219900491	CO	9/6/2012
219900503	CO	9/12/2012
219900564	CO	11/14/2012
219900571	CO	10/1/2012
219900582	CO	10/3/2012
219900606	CO	10/14/2012
219900619	CO	9/25/2012
219900637	CO	11/1/2012
219900653	CO	11/7/2012
219900668	CO	11/11/2012
219900672	CO	11/12/2012
219900698	CO	11/28/2012
219900728	CO	12/15/2012
219900779	CO	12/15/2012
219900793	CO	1/15/2013
219900810	CO	1/20/2013
219900820	CO	2/1/2013
219900830	CO	1/4/2013
219900833	CO	3/15/2013
219900918	CO	2/15/2013
219900985	CO	5/20/2013
219900988	CO	4/20/2013
212000060	CT	1/1/2013
212000061	CT	1/1/2013
219900523	CT	9/26/2012
219900551	CT	9/27/2012
219900589	CT	10/5/2012
219900664	CT	11/16/2012
219900699	CT	11/28/2012
219900751	CT	12/27/2012
219900872	CT	3/1/2013
216000001	DC	6/1/2012
216000002	DC	6/1/2012
216000005	DC	6/1/2012
216000006	DC	6/1/2012
216000007	DC	6/1/2012
216000161	DC	12/1/2012
216000162	DC	12/1/2012
216000163	DC	12/1/2012
21600 0192	DC	3/1/2013

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Policy		Stexpiration:Dates
216000194	DC	3/1/2013
216000195	DC	3/1/2013
216000197	DC	3/1/2013
216000206	DC	4/1/2013
216000233	DC	5/1/2013
216000282	DC	1/1/2013
216000284	DC	1/1/2013
216000286	DC	1/1/2013
216000324	DC	10/1/2012
216000341	DC	11/8/2012
216000387	DC	1/1/2013
216000391	DC	1/1/2013
216000414	DC	3/1/2013
216000433	DC DC	3/1/2013 12/1/2012
216000437 216000438	DC	3/1/2013
216000436	DC	3/1/2013
216000447	DC	4/1/2013
216000461	DC	4/1/2013
216000463	DC	4/1/2013
216000472	DC	4/8/2013
216000486	DC	5/1/2013
216000488	DC	5/1/2013
216000490	DC	5/1/2013
216000501	DC	5/7/2013
216000527	DC	7/1/2012
216000534	DC	7/1/2012
216000538	DC	7/1/2012
216000542	DC.	7/1/2012
216000543	DC	7/1/2012 8/1/2012
216000553	DC	8/1/2012 8/1/2012
216000555 216000557	DC	8/1/2012
216000559	DC	6/1/2012
216000559	DC	8/1/2012
216000564	DC	8/1/2012
216000568	DC	7/26/2012
216000570	DC	9/1/2012
216000575	DC.	8/1/2012
216000584	DC	9/1/2012
216000586	DC	9/1/2012
216000595	DC	9/2/2012
216000604	DC	10/1/2012
216000606	DC	11/1/2012
216000612	DC	10/1/2012
216000617	DC	10/1/2012
216000625	DC	10/15/2012
216000627	DC	1/1/2013

Exhibit A List of Policies as of 5/16/2012

Palley	State	
216000632	DC	11/1/2012
216000635	DC	11/1/2012
216000639	DC	11/1/2012
216000641	DC	12/1/2012
216000645	DC	12/1/2012
216000647	DC	1/1/2013
216000648	DC DC	12/1/2012 12/1/2012
216000657 216000659	DC	12/1/2012
216000660	DC	12/1/2012
216000671	DC	12/15/2012
216000674	DC	12/15/2012
216000678	DC	1/1/2013
216000682	DC	1/1/2013
216000691	DC	1/1/2013
216000698	DC	1/1/2013
216000701	DC	1/1/2013
216000703	DC	1/1/2013
216000713	DC	1/15/2013 2/1/2013
216000715 216000718	DC	1/17/2013
216000710	DC	3/1/2013
216000724	DC	2/1/2013
216000728	DC	2/1/2013
216000730	DC	2/1/2013
216000732	DC	2/1/2013
216000736	DC	2/1/2013
216000738	DC	2/1/2013
216000745	DC	11/1/2012
216000747	DC	2/1/2013 2/1/2013
216000749	DC DC	4/1/2013
216000753 216000756	DC	3/1/2013
216000758	DC	3/1/2013
216000759	DC	3/1/2013
216000763	DC	2/15/2013
216000765	DC	3/1/2013
216000767	DC	3/1/2013
216000769	DC	3/1/2013
216000780	DC	4/1/2013
216000782	DC	3/1/2013
216000784	DC	3/16/2013 5/1/2013
216000788 216000790	DC	4/1/2013
216000790	DC	4/1/2013
216000792	DC	12/1/2012
216000800	DC	
216000811	DC	5/1/2013

Exhibit A List of Policies as of 5/16/2012

		Amilyersaryon
ieoliey#:	មកទ	Expiration Date
216000813	DC	4/15/2013
216000815	DC	5/1/2013
216000819	DC	5/1/2013
216000822	DC	5/1/2013
216000825	DC	5/1/2013
216000827	DC	5/1/2013
216000829	DC	5/1/2013
216000831	DC	5/1/2013
216000839	DC	6/1/2012
216000845	DC	5/15/2013 5/1/2013
216000848	DC DC	6/1/2012
216000850 216000851	DC	6/1/2012
216000852	DC	6/1/2012
216000856	DC	6/1/2012
216000858	DC	6/1/2012
216000877	DC	6/1/2012
216000879	DC	6/1/2012
216000881	DC	6/1/2012
216000883	DC	5/20/2012
216000885	DC	6/1/2012
216000886	DC	6/1/2012
216000889	DC	7/1/2012
216000895	DC	7/1/2012
216000897	DC	6/1/2012
216000899	DC	6/1/2012
216000900	DC ·	6/1/2012
216000901	DC	6/1/2012
216000902	DC DC	6/1/2012 8/1/2012
216000906 216000908	DC	6/17/2012
216000908	DC	7/1/2012
216000916	DC	7/1/2012
216000918	DC	7/1/2012
216000922	DC	7/1/2012
216000928	DC	7/1/2012
216000930	DC	7/1/2012
216000932	DC	7/1/2012
216000934	DC	7/1/2012
216000940	DC	7/1/2012
216000945	DC	7/1/2012
216000958	DC	7/1/2012
216000960	DC	8/1/2012
216000962	DC	7/1/2012
216000963	DC	8/1/2012 8/1/2012
216000965	DC DC	8/1/2012
216000967 216000969	DC	8/1/2012
2 10000308	DC	Q/ 1/2012

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216000970	DC	Expiration Pate 8/1/2012
216000970	DC	8/1/2012
216000974	DC	7/29/2012
216000977	DC	8/1/2012
216000979	DC	8/1/2012
216000986	DC	6/1/2012
216000987	DC	6/1/2012
216000989	DC DC	9/1/2012 9/1/2012
216000991 216000993	DC	9/1/2012
216000995	DC	9/1/2012
216000997	DC	9/1/2012
216000999	DC	10/1/2012
216001001	DC	9/1/2012
216001005	DC	9/1/2012
216001007	DC	9/6/2012
216001010 216001011	DC DC	9/8/2012 9/9/2012
216001011	DC	9/12/2012
216001012	DC	10/1/2012
216001016	DC	10/1/2012
216001018	DC	10/1/2012
216001020	DC	11/1/2012
216001024	DC	10/1/2012
216001027	DC	10/1/2012
216001029	DC DC	10/1/2012 10/1/2012
216001031 216001039	DC	10/1/2012
216001035	DC	10/1/2012
216001050	DC	10/1/2012
216001053	DÇ	11/1/2012
216001055	DĊ	11/1/2012
216001056	DC	11/1/2012
216001058	DC	11/1/2012
216001060	DC	11/1/2012 11/1/2012
216001064 216001066	DC DC	11/1/2012
216001000	DC	11/1/2012
216001076	DC	10/31/2012
216001078	DC	11/1/2012
216001080	DC	11/1/2012
216001081	DC	11/1/2012
216001083	DC	11/1/2012
216001086	DC	11/3/2012 12/1/2012
216001089 216001093	DC DC	12/1/2012
216001095	DC.	12/1/2012
216001096	DC	12/1/2012

Exhibit A List of Policies as of 5/16/2012

		evandyskis adda Tapolishishi Bales
216001098	DC	12/1/2012
216001100	DC	12/1/2012
216001102	DC	12/1/2012
216001105	DC	12/1/2012
,216001107	DC	12/1/2012
216001109	DC	12/1/2012
216001111	DC	12/1/2012
216001113	DC	12/1/2012
216001114	DC	12/1/2012
216001116	DC	12/1/2012 12/1/2012
216001119	DC	11/30/2012
216001124 216001128	DC	1/1/2013
216001128	DC	12/1/2012
216001130	DC	1/1/2013
216001133	DC	1/1/2013
216001135	DC	1/1/2013
216001137	DC	1/1/2013
216001139.	DC	1/1/2013
216001141	DC	2/1/2013
216001144	DC	12/31/2012
216001146	DC	1/1/2013
216001148	DC	1/1/2013
216001150	DC	1/1/2013
216001155	DC	1/1/2013 1/15/2013
216001159	DC DC	1/1/2013
216001161 216001163	DC	1/13/2013
216001163	DC	2/1/2013
216001164	DC	2/1/2013
216001168	DC	1/1/2013
216001172	DC	2/1/2013
216001174	DC	2/1/2013
216001176	DC	2/1/2013
216001178	DC	2/1/2013
216001181	DC	2/1/2013
216001183	DC	2/1/2013
216001185	DC	2/1/2013
216001186	DC	2/1/2013 2/1/2013
216001189	DC DC	2/1/2013 2/7/2013
216001193 216001196	DC	3/1/2013
216001190	DC	3/1/2013
216001200	DC	2/1/2013
216001205	DC	3/1/2013
216001207	DC	3/1/2013
216001209	DC	3/1/2013
216001211	DC	3/1/2013

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Palicy	Ciara	
216001213	DC	3/1/2013
216001215	DC	3/1/2013
216001217	DC	4/1/2013
216001220	DC	3/1/2013
216001223	DC	3/1/2013
216001225	DC	4/1/2013
216001228	DC	4/1/2013
216001232 216001234	DC	4/1/2013 4/1/2013
216001234	DC	4/1/2013
216001238	DC	4/1/2013
216001240	DC	4/1/2013
216001242	DC	4/1/2013
216001244	DC	5/1/2013
216001246	DC	4/5/2013
216001248	DC	4/1/2013
216001250	DC	4/1/2013
216001253	DC	4/17/2013
216001254 216001257	DC DC	4/15/2013 5/1/2013
216001267	DC	5/1/2013
216001261	DC	5/1/2013
216001264	DC	5/1/2013
216001267	DC	5/1/2013
216001269	DC	5/1/2013
216001281	DC	5/1/2013
218000000	DC	1/1/2013
218000001	DC	1/1/2013
218000002	DC	1/1/2013
218000003 219900604	DC DC	. 1/1/2013 10/14/2012
219900780	DC	1/6/2013
219900824	DC	1/26/2013
216000047	DE	2/1/2013
216000087	DE	1/1/2013
216000212	DE	1/1/2013
216000695	DE	1/1/2013
216000820	DE	5/1/2013
216000824	DE	6/1/2012
216000888	DE FL	6/1/2012 1/1/2013
212000033 212000117	FL	7/1/2012
216000106	FL	8/12/2012
216000111	FL	10/1/2012
216000113	FL	9/1/2012
216000138	FL	11/1/2012
216000168	FL	1/1/2013
216000186	FL	12/31/2012

		Anni Versal Vert
Folicy	State	Expiration Date 3/1/2013
216000200	FL	5/1/2013 5/1/2013
216000226	FL	6/1/2012
216000243	FL	7/1/2012
216000263 216000264	FL	7/1/2012
216000264	FL	11/1/2012
216000393	FL	12/31/2012
216000399	FL	12/31/2012
216000353	FL	3/31/2013
216000573	FL	7/30/2012
216000573	FL	10/1/2012
216000629	FL	11/1/2012
2160000526	FL	1/1/2013
219900007	FL	1/11/2013
219900012	FL	2/16/2013
219900042	FL	3/5/2013
219900122	FL	5/22/2012
219900196	FL	6/9/2012
219900213	FL	6/4/2012
219900217	FL	6/3/2012
219900252	FL	6/22/2012
219900289	FL	6/30/2012
219900290	FL	7/22/2012
219900304	FL	7/1/2012
219900321	FL	7/22/2012
219900361	FL	8/14/2012
219900401	FL	9/1/2012
219900425	FL	8/8/2012
219900439	FL	9/8/2012
219900456	FL	8/25/2012
219900459	FL	9/8/2012
219900468	FL	8/31/2012
219900495	FL	9/1/2012
219900508	FL	9/12/2012
219900517	FL	9/15/2012
219900575	FL	10/1/2012
219900587	FL	10/5/2012
219900615	FL	11/1/2012
219900646	FL FL	11/4/2012 11/20/2012
219900657	FL	11/20/2012
219900703 219900715	FL	1/1/2013
219900715	FL	2/10/2013
219900857	FL	2/13/2013
219900883	FL	3/1/2013
219900890	FL	2/1/2013
219900910	FL	3/16/2013
219900912	FL	3/9/2013
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		Anniversary or
100000000	State	3/15/2013
219900920	FL	3/21/2013
219900937 219900945	FL	3/17/2013
219900945	FL	3/31/2013
219900955	FL	5/19/2013
219900976	FL	4/12/2013
219900981	FL	4/21/2013
219900982	FL	4/24/2013
219901009	FL	5/4/2013
219901016	FL	5/9/2013
219901020	FL	9/1/2012
219901024	FL	5/14/2013
212000023	GΑ	. 1/1/2013
212000045	GΑ	9/1/2012
212000051	GΑ	8/1/2012
212000055	GΑ	1/1/2013
212000081	GΑ	8/1/2012
212000086	ĠΑ	1/1/2013
212000098	GA	12/1/2012
212000100	GΑ	4/1/2013
212000110	GΑ	6/1/2012
216000092	GΑ	8/1/2012
216000094	GA	8/1/2012
216000294	GA	8/1/2012
216000481	GA	4/13/2013
216000504	GA	6/1/2012
216000525	GA.	7/1/2012
216000709	GA	2/1/2013 2/1/2013
216000734	GA GA	2/1/2013 2/1/2013
216000762 216001273	GA	5/1/2013
219900243	GA	6/15/2012
219900243	GA	7/11/2012
219900320	GA	8/1/2012
219900404	GΑ	8/9/2012
219900502	GΑ	9/7/2012
219900609	GA	10/17/2012
219900752	GA	12/21/2012
219900763	GΑ	1/1/2013
219900764	GA	1/1/2013
219900854	GA	2/9/2013
219901021	GA	5/14/2013
219900612	H	10/18/2012
213000005	۱A	3/1/2013
213000007	IA	3/1/2013
212000125	ΠD	12/1/2012
216000529	ID	7/1/2012
212000064	ΙL	2/1/2013

		Anniversary or
Rollév 🚣	State	Expiration Date
212000101	IL	6/1/2012
212000102	· IL	6/1/2012
212000118	IL	6/1/2012
212000120	IL	6/1/2012
214000034	IL	6/1/2012
216000037	IL	1/1/2013
216000083	ΙL	6/1/2012
216000188	IL	3/1/2013
216000198	IL	3/1/2013
216000208	IL	7/1/2012
216000357	IL	11/1/2012
216000358	IL '	11/5/2012
216000365	ΙL	12/1/2012
216000367	ΙL	12/1/2012
216000821	IL	4/26/2013
219900028	IL	3/18/2013
219900030	IL	3/24/2013
219900048	IL	3/1/2013
219900049	IL	3/13/2013
219900098	IL	4/1/2013
219900129	IL	4/30/2013
219900137	IL	6/24/2012
219900176	IL.	6/16/2012
219900190	ΙL	6/3/2012
219900224	IL	7/1/2012
219900248	IL	6/21/2012
219900253	iL.	8/8/2012
219900259	IL.	7/1/2012
219900266	<u>i</u> L	5/28/2012
219900268	IL.	8/13/2012
219900292	IL.	7/4/2012 8/20/2012
219900344	IL	8/1/2012
219900346	IL IL	7/31/2012
219900366	1L	8/9/2012
219900399 219900408	IL	8/12/2012
219900406	IL	8/12/2012
219900416	ΪL	9/1/2012
219900465	IL	9/1/2012
219900493	IL	10/15/2012
219900493	ΙL	10/1/2012
219900536	IL.	6/30/2012
219900558	İL	11/15/2012
219900565	IL	10/3/2012
219900585	IL	10/10/2012
219900586	IL	9/15/2012
219900594	· IL	10/16/2012
219900618	ΙĹ	11/30/2012
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7.74		Expiration Date
219900622	IL	10/26/2012
219900641	iL	11/3/2012
219900654	ΪĹ	1/8/2013
219900655	-IL	11/22/2012
219900678	ίĒ	1/29/2013
219900708	İL	12/2/2012
219900711	iL	12/5/2012
219900725	IL	12/16/2012
219900735	IL	1/1/2013
219900755	IL	12/27/2012
219900783	IL	1/1/2013
219900785	L	1/9/2013
219900808	IL	2/19/2013
219900826	IL	2/1/2013
219900928	ΙL	3/15/2013
219900931	. IL	3/19/2013
219900946	IL	5/5/2013
219900961	IL	4/2/2013
219900967	IL.	4/4/2013
219900973	· [[7	4/9/2013
219900983	IL	9/1/2012
219901002	ΙL	4/24/2013
219901018	IL	5/21/2012
212000044	IN	5/1/2013
212000090	IN	1/1/2013
212000091	IN	1/1/2013
213000008	IN	1/1/2013
216000145	IN	7/1/2012
216000261	IN	7/1/2012
216000317	IN	8/1/2012
216000384	'IN	1/1/2013
216000656	IN	10/1/2012
216000915	IN	7/1/2012
219900073	IN	3/8/2013
219900133	IN	4/13/2013
219900192	IN	5/24/2012
219900569	IN	10/1/2012
219900717	IN	12/9/2012
219900769	IN	1/1/2013
219900825	IN	1/26/2013
219900887	IN	2/21/2013
219900897	IN	3/1/2013
219900968	IN	4/7/2013 1/1/2013
212000035	KS	1/1/2013
212000057	KS	12/1/2012
212000124	KS KS	10/1/2012
213000003		10/1/2012
216000134	KS	10/1/2012

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Rollov KSiato Expiration Dat	
216000152 KS 12/1/20	COLUMN TO STATE OF
216000154 KS 12/1/20	
216000229 KS 5/1/20	13
216000290 KS 8/1/20	12
216000319 KS 9/1/20	12
216000503 KS , 5/1/20	13
216000752 KS 3/1/20	13
219900004 KS 2/28/20	
219900018 KS 3/18/20	
219900177 KS 5/18/20	
219900180 KS 7/18/20	
219900315 KS 7/1/20	
219900445 KS 10/15/20	
219900486 KS 9/7/20	
219900516 KS 9/19/20	
219900596 KS 11/1/20 219900651 KS 11/6/20	
219900651 KS 11/6/20 219900721 KS 1/22/20	
219900721 KS 1/2/20 219900740 KS 1/1/20	
219900754 KS 2/16/20	
219900787 KS 1/11/20	
219900817 KS 2/1/20	
219900876 KS 3/3/20	
219900938 KS 3/22/20	
212000049 KY 7/1/20	12
216000190 KY 2/15/20	13
216000377 KY 12/1/20	12
219900017 KY 3/23/20	13
219900029 KY 3/9/20	
219900063 KY 3/30/20	
219900200 KY 6/1/20	
219900226 KY 6/6/20	
219900512 KY 9/14/20	40
219900572 KY 10/3/20	
219900742 KY 12/28/20	
219900745 KY 12/23/20	
219900922 KY 3/12/20 219900960 KY 4/1/20	
219900995 KY 4/24/20 219901005 KY 4/30/20	
216000043 LA 1/1/20	
216000043 LA 4/10/20	
216000328 LA 10/1/20	
216000591 LA 9/1/20	
219900250 LA 6/16/20	
219900663 LA 12/12/20	12
212000009 MA 1/1/20	13
214000015 MA 1/1/20	13

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Policy	State	SEXPIRALION Date
219900435	MA	8/18/2012
219900473	MA	9/1/2012
219900535	MA	10/1/2012
219900741	MA	12/21/2012
219900749	MΑ	12/22/2012
219900799	MA	1/13/2013
219900842	MA	2/25/2013
219900902	MA	3/2/2013
219900934	MA	3/20/2013
219900936	MA	3/21/2013
219900979	MA	4/15/2013
219900360	MD	7/30/2012
219900365	MD	7/25/2012
219900378	MD	9/1/2012 9/1/2012
219900477	MD MD	9/15/2012
219900507	MD	9/19/2012
219900530 219900539	MD	9/22/2012
219900613	MD	9/1/2012
219900013	MD	1/1/2013
219900710	MD	1/11/2013
219900802	MD	2/11/2013
219900821	MD	1/29/2013
219900903	MD	3/2/2013
219900914	MD	3/12/2013.
219900940	MD	10/22/2012
219901013	MD	5/7/2013
216000052	MI	3/1/2013
216000315	MI	9/1/2012
216000394	MI	10/1/2012
216000420	MI	3/1/2013
216000431	MI	3/1/2013
216000518	MI	7/1/2012
216000520	MI	7/1/2012
216000637	Mi	11/1/2012
216001252	MI	4/1/2013
219900067	MI	3/7/2013 8/16/2012
219900429	MI	8/15/2012
219900431	MI	9/2/2012
219900520	MI MI	11/1/2012
219900624 219900778	MI	1/5/2013
219900778	MI	2/28/2013
2199008957	MI	9/1/2012
219900957	MI	5/1/2013
219901012	MI	5/14/2013
212000111	MN	7/1/2012
213000009	MN	5/1/2013
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		Anniversary or
Bolicy	State	Explication Date
219900001	MN	12/1/2012
219900079	MN	3/18/2013
219900157	MN	5/31/2012
219900157	MN	5/31/2013
219900271	MN	7/1/2012
219900426	MN	8/1/2012
219900533	MN	9/23/2012
219900626	MN	11/1/2012
219900722	MN	12/19/2012
219900805	MN	1/5/2013
219900809	MN	2/1/2013
219900933	MN	3/18/2013
219900963	MN	4/3/2013
219900969	MN	4/9/2013 4/13/2013
219900977	MN MN	4/25/2013
219900997 212000056	MO	7/1/2012
213000000	MO	9/1/2012
216000201	MO	3/1/2013
216000562	MO	8/1/2012
216000588	MO	9/1/2012
216000597	MO	10/1/2012
216000598	MO	10/1/2012
216000599	MO	10/1/2012
216000615	MO	10/1/2012
216000912	MO	6/1/2012
216001157	MO	2/1/2013
219900115	MO	4/11/2013
219900470	MO	9/1/2012
219900521	MO	9/6/2012
219900577	MO	10/4/2012
219900671	MO	11/21/2012
219900674	MO	11/15/2012
219900877	MO	2/22/2013
219900896	MO	3/1/2013
216000685	MS	1/1/2013
216000687	MS	1/1/2013
219900014	MS	3/13/2013 3/19/2013
219900023	MS MS	3/21/2013
219900040 219900065	MS	3/20/2013
219900082	MS	4/1/2013
219900084	MS	3/31/2013
219900054	MS	4/15/2013
219900130	MS	6/14/2012
219900242		
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219900449	MS	7/15/2012 8/22/2012

		Anniversaryor
Pale	State	Expiration Date
219900499	MS	9/8/2012
219900827	MS	1/27/2013
219900844	MS	2/8/2013
219900867	MS	2/16/2013
219900444	.MT	8/23/2012
219900627	MT	10/28/2012
212000006	NC	1/1/2013
212000007	NC	1/1/2013
212000084	NC	9/1/2012
212000119	NC	6/1/2012
212000121	NC	1/1/2013
219900003	NC	1/20/2013
219900019	NC	2/9/2013
219900024	NC	3/19/2013
219900031	NC	3/1/2013
219900032	NC	3/1/2013
219900035	NC	2/23/2013
219900038	NC	2/22/2013
219900039	NC	3/9/2013
219900051	NC	4/3/2013
219900053	NC	3/8/2013
219900054	NC	3/11/2013
219900057	NC	3/1/2013
219900058	NC	4/1/2013
219900060	NC	3/31/2013
219900064	NC	4/23/2013
219900070	NC	4/24/2013
219900086	NC	3/24/2013
219900087	NC	3/26/2013
219900100	NC	3/1/2013
219900163	NC	4/25/2013
219900291	NC	7/15/2012
219900309	NC	6/30/2012
219900394	NC	8/4/2012
219900 4 28	NC	8/17/2012
219900540	NC	9/21/2012
219900556	NC	9/15/2012
219900737	NC	12/20/2012
219900881	NC	2/22/2013
219900889	NC	3/3/2013
219900947	NC	4/1/2013
219900984	NC	4/17/2013
219901023	NC	5/14/2013
219900113	NE	4/1/2013
219900474	NE	8/31/2012
219900690	NE	11/21/2012
219900772	NE	12/30/2012 1 / 24/2013
219900859	NE	1/24/2013

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		Anni versal vaciliz
Policy #	State	Expiration vale
219900991	NE	4/26/2013
216000429	NH	2/11/2013
212000105	NJ	4/1/2013 4/1/2013
212000112	NJ	4/1/2013 4/1/2013
212000113	NJ	2/1/2013
212000128 212000130	NJ NJ	2/1/2013
212000130	NM	8/1/2012
219900436	NM	8/15/2012
219901006	NM	5/1/2013
219900002	NV	1/1/2013
219900109	NV	3/14/2013
219900432	·NV	8/18/2012
219900528	NV	9/19/2012
219900712	ΝV	12/26/2012
219900915	NV	3/8/2013
219900992	NV	5/12/2013
219901015	NV	5/9/2013
212000076	NY	1/1/2013
213000002	NY	10/1/2012
214000013	NY	12/3/2012
219900078	NY	4/16/2013
219900194	NY	5/25/2012
219900218	NY	6/5/2012
219900219	NY	6/3/2012
219900236	NY	6/10/2012
219900244	NY	6/20/2012
219900272	NY	6/23/2012
219900288	NY	7/1/2012 7/1/2012
219900301	NY NY	7/1/2012
219900302 219900308	NY	7/6/2012
219900308	NY	7/13/2012
219900327	NY	7/15/2012
219900337	NY	7/15/2012
219900353	NY	7/15/2012
219900358	NY	7/22/2012
219900362	NY	7/23/2012
219900402	NY	8/10/2012
219900405	NY	8/9/2012
219900409	NY	8/11/2012
219900430	NY	7/8/2012
219900438	NY	8/19/2012
219900448	NY	9/1/2012
219900455	NY	9/24/2012
219900461	NY	8/4/2012
219900464	NY	9/4/2012
219900476	NY	9/1/2012

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Policy	State	er Expiration Date
219900479	NY	9/1/2012
219900498	NY	9/8/2012
219900511	NY	9/15/2012
219900518	NY	9/14/2012
219900550	NY	9/23/2012
219900552	NY	9/23/2012
219900555	NY	10/15/2012
219900559	NY	10/1/2012
219900562	NY	9/22/2012
219900568	NY	9/29/2012
219900576	NY	9/1/2012
219900584	NY	10/14/2012 10/8/2012
219900592	NY	10/8/2012
219900599	NY	10/12/2012
219900600	NY	10/15/2012
219900605 219900635	NY NY	11/1/2012
219900638	NY	11/5/2012
219900643	NY	9/12/2012
219900645	NY	11/11/2012
219900649	NY	11/4/2012
219900666	NY	11/11/2012
219900688	NY	12/1/2012
219900716	NY	12/12/2012
219900724	NY	12/9/2012
219900726	NY	12/14/2012
219900731	NY	12/19/2012
219900750	NY	12/23/2012
219900757	NY	1/28/2013
219900760	NY	12/30/2012
219900784	NY	1/20/2013
219900792	NY	1/12/2013
219900795	NY	1/13/2013
219900829	NY	1/30/2013
219900831	NY	1/31/2013
219900837	NY	2/14/2013
219900838	NY	2/12/2013
219900863	NY	2/15/2013
219900868	NY	2/16/2013
219900878	NY	2/22/2013
219900879	NY	2/26/2013
219900880	NY	3/26/2013
219900884	NY	2/23/2013
219900893	NY	3/1/2013
219900894	NY	2/28/2013
219900899	NY	3/1/2013
219900900	NY	3/2/2013
219900901	NY	3/6/2013

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		Anniversal Voi
Bollow	State	Expiration Date
219900913	NY	3/15/2013 3/7/2013
219900916	NY	3/14/2013 3/14/2013
219900926	NY	3/23/2013
219900942 219900948	NY NY	3/27/2013
219900946	NY	3/29/2013
219900966	NY	4/11/2013
219900980	NY	4/16/2013
219900986	NY	4/20/2013
219901001	NY	5/1/2013
219901003	NY	5/8/2013
219901030	NY	5/17/2013
212000013	ОН	5/1/2013
214000025	ОН	10/21/2012
216000011	ОН	8/1/2012
216000013	ОН	8/1/2012
216000031	ОН	11/1/2012
216000032	ОН	12/1/2012
216000099	ОН	8/1/2012
216000142	OH	11/1/2012
216000210	OH	4/1/2013
216000300	OH	8/1/2012
216000335	ОН	10/1/2012
216000347	ОН	1/1/2013
216000854	ОН	7/1/2012
216000891	OH	4/1/2013
216000976	ОН	7/29/2012
219900036	OH	3/27/2013
219900068	OH	3/27/2013
219900081	OH	3/22/2013
219900172	OH	5/10/2013
219900210	OH	7/1/2012 6/14/2012
219900223	OH	6/15/2012
219900245	OH	6/1/2012
219900260	OH OH	8/1/2012
219900263 219900340	OH	8/1/2012
219900343	OH	7/13/2012
219900356	OH	9/2/2012
219900381	ÓH	9/8/2012
219900383	ОН	9/23/2012
219900384	ОН	8/5/2012
219900385	OH	8/1/2012
219900386	ОН	7/1/2012
219900393	OH	9/1/2012
219900398	OH	9/1/2012
219900411	OH	8/12/2012
219900414	ОН	7/29/2012

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Policy	State	Expiration Date
219900415	OH	7/24/2012
219900421	OH	8/24/2012
219900423	OH	9/1/2012
219900467	OH	8/22/2012
219900478	ОН	9/1/2012
219900480	OH	10/9/2012
219900481	OH	8/30/2012
219900492	OH	10/2/2012
219900506	OH	9/9/2012. 10/23/2012
219900514	OH	10/25/2012
219900515	OH	11/26/2012
219900524 219900561	OH	10/15/2012
219900507	OH	11/18/2012
219900607	OH	10/26/2012
219900636	ОН	10/1/2012
219900660	OH	11/15/2012
219900667	ОН	11/24/2012
219900673	ОH	1/23/2013
219900701	ОН	1/18/2013
219900739	ОН	12/1/2012
219900798	ОН	1/12/2013
219900819	ОН	1/28/2013
219900822	ОН	1/26/2013
219900834	OН	2/1/2013
219900839	OH	2/3/2013
219900855	ОН	2/15/2013
219900861	OH	2/13/2013
219900864	ОН	2/15/2013
219900892	ОН	3/1/2013
219900927	ОН	5/1/2013
219900958	ОН	3/31/2013
219900974	ОН	4/11/2013
219900999	OH	5/4/2013
212000122	OK	8/1/2012
219900027	OK	3/12/2013
219900369	OK	8/4/2012
219900443	OK	8/20/2012 10/5/2012
219900588	OK OK	11/7/2012
219900634	OK	11/19/2012
219900679 219900692	OK	11/19/2012
219900692	OK	1/1/2013
219900756	OK	1/20/2013
219900813	OK	2/9/2013
219900002	OK	5/21/2012
219900965	OK	4/3/2013
219901004	ОК	5/2/2013

Exhibit A List of Policies as of 5/16/2012

	7	Anniversary of
Dolleys st	State	
219901011	OK	8/1/2012
219900080	OR	. 3/24/2013
219900164	OR	6/1/2012
219900525	OR	9/16/2012
219900548	OR	5/26/2012
219900733	OR.	1/1/2013
219900836	OR OR	12/31/2012 4/17/2013
219900952 212000011	PA	1/1/2013
212000011	PA	10/1/2012
212000017	PA	10/1/2012
212000018	PA	1/1/2013
212000019	PA	1/1/2013
212000022	PA	1/1/2013
212000024	PΑ	10/1/2012
212000085	PΑ	1/1/2013
214000019	PΑ	10/1/2012
214000031	PA	5/1/2013
216000008	PA	3/1/2013
216000241	PA	7/1/2012
216000385	PA	1/1/2013
216000479	PA	4/1/2013 7/1/2012
216000506 216000546	PA PA	8/1/2012
216000548	PA	11/1/2012
216000676	PA	1/1/2013
216000700	PA	1/1/2013
216000706	PA	1/1/2013
216000708	PA	1/1/2013
219900275	PA	6/27/2012
219900447	PA	9/3/2012
219900451	PA	9/2/2012
219900462	PA	8/30/2012
219900546	PA	9/22/2012
219900570	PA	10/1/2012
219900574	PA	10/1/2012
219900579	PA	10/3/2012
219900602	PA	4/20/2013
219900616	PA	10/24/2012 10/31/2012
219900631	PA PA	11/17/2012
219900700 219900704	PA	5/31/2012
219900704	PA	12/15/2012
219900729	PA	12/17/2012
219900744	PA	12/22/2012
219900843	PA	2/7/2013
219900888	PΑ	3/1/2013
219900925	PA	3/13/2013

		Annkeredezete
Policy	Slate	Explation Date
219900930 219901019	PA PA	3/23/2013 5/15/2013
219901019	RI	2/3/2013
216000054	SC	3/1/2013
216000688	SC	1/1/2013
216000690	SC	1/1/2013
219900370	SC	8/1/2012
219900534	SC	9/20/2012
219900630	SC	11/9/2012
219901010	SC	5/7/2013
219901017	SC	8/1/2012
219900675	SD	1/8/2013
212000059	TN	1/1/2013
212000097	TN	1/1/2013
212000108 216000203	TN TN	11/1/2012 1/1/2013
216000203	TN	1/1/2013
216000670	TN	1/1/2013
2160000772	TN	3/1/2013
216000772	TN	3/1/2013
216000774	TN	3/1/2013
216000954	TN	7/1/2012
216000957	ΤN	7/12/2012
219900074	TN	3/14/2013
219900077	ΤN	3/21/2013
219900091	TN	3/25/2013
219900106	TN	4/1/2013
219900231	TN	6/8/2012
219900441	TN	8/17/2012 8/26/2012
219900463 219900544	TN	9/21/2012
219900553	TN	9/26/2012
219900580	TN	9/30/2012
219900593	TN	2/10/2013
219900611	TN	10/26/2012
219900640	TN	11/3/2012
219900670	TN	11/15/2012
219900720	ΤN	12/1 4 /2012
219900832	TN	2/7/2013
212000003	TX	9/1/2012
212000021	TX	1/1/2013
212000047	TX	6/1/2012 1/1/2013
212000053 212000054	TX TX	1/1/2013
212000054	TX	4/1/2013
212000094	TX	8/1/2012
212000107	TX	2/1/2013
212000132	ΤX	4/1/2013

Exhibit A
List of Policies as of 5/16/2012

		Anniversity of
Polley	State	
212000133	TX	4/1/2013
212000134	TX	4/1/2013
216000059	TX	3/1/2013
216000067	TX	5/1/2013
216000075	TX	6/1/2012
216000076	TX	6/1/2012
216000088	TX	7/1/2012
216000102	TX	8/6/2012
216000118	TX	9/3/2012
216000150	TX TX	12/1/2012
216000158.	TX	12/1/2012 1/1/2013
216000172	TX	1/1/2013
216000173		
216000178	TX TX	6/1/2012 3/13/2013
216000217 216000239	TX	6/1/2012
		6/1/2012
216000245	TX TX	• •
216000274	TX	7/1/2012 8/1/2012
216000303 216000305	TX	8/1/2012
	TX	10/31/2012
216000339 216000349	TX	11/1/2012
216000349	TX	11/1/2012
216000332	TX	2/1/2013
216000403	TX	4/1/2013
216000478	TX	6/1/2012
216000497	TX	10/1/2012
216000611	TX	12/1/2012
216000644	TX	12/1/2012
216000903	TX	6/9/2012
219900205	TX	6/6/2012
219900203	TX	8/1/2012
219900337	TX	9/1/2012
219900454	TX	8/29/2012
219900466	ΤX	8/31/2012
219900469	TX	9/1/2012
219900488	TX.	
219900538	ΤX	10/1/2012
219900560	TX	9/26/2012
219900573	TX	10/1/2012
219900581	TX	10/4/2012
219900620	TX	10/24/2012
219900625	TX	11/1/2012
219900628	TX	10/31/2012
219900642	TX	11/1/2012
219900644	TX	11/20/2012
219900676	TX	11/28/2012
219900680	ΤX	11/19/2012

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Policy	State	Expiration Date
219900696	.TX	12/14/2012
219900747	TX	12/22/2012
219900761	TX	12/30/2012
219900804	TX	1/18/2013
219900807	TX	1/19/2013
219900814	TX	1/22/2013
219900818	TX	1/25/2013
219900823	TX	1/27/2013
219900853	TX	2/9/2013
219900856	TX	2/15/2013
219900862	TX	2/14/2013
219900870	TX	2/16/2013
219900871	TX	7/16/2012
219900891	TX	2/26/2013
219900921	TX	3/12/2013
219900935	TX	3/21/2013
219900964	TX	4/4/2013
212000073	VA	7/1/2012
212000078	VA	1/1/2013
212000123	VA	9/1/2012
216000126	VA	10/1/2012
216000235	VA	5/1/2013
216000345	VA	11/1/2012
216000423	VA	3/1/2013
216000548	VA	8/1/2012
216000955	VA	7/1/2012
216001022	VA	10/1/2012
219900016	VA	2/4/2013
219900037	VA	3/1/2013
219900043	VA	2/26/2013
219900050	VA	3/8/2013
219900059	VA.	3/24/2013
219900069	VA	3/23/2013
219900075	VA	3/17/2013
219900085	٧A	3/22/2013
219900094	VA	3/21/2013
219900095	VA	3/25/2013
219900097	VA	3/21/2013
219900103	VA	3/19/2013
219900108	VA	3/26/2013
219900116	VA	3/4/2013
219900143	VA	6/9/2012
219900144	VA	5/25/2012
219900158	VA	5/25/2012
219900167	VA	5/21/2012
219900181	VA	5/31/2012
219900191	VA	6/11/2012
219900233	, VA	6/12/2012

## Policy			
219900237 VA 6/15/2012 219900241 VA 6/13/2012 219900312 VA 7/1/2012 219900313 VA 7/7/2012 219900377 VA 8/1/2012 219900382 VA 8/1/2012 219900522 VA 9/15/2012 219900557 VA 9/23/2012 219900669 VA 11/12/2012 219900682 VA 12/1/2012 219900719 VA 12/8/2012 219900738 VA 12/21/2012 219900738 VA 12/21/2012 219900738 VA 12/21/2013 219900865 VA 2/7/2013 219900865 VA 2/7/2013 219900865 VA 2/7/2013 219900943 VA 3/23/2013 219900972 VA 4/11/2013 219900978 VA 4/13/2013 219900978 VA 4/13/2013 212000088 WA 1/1/2013 212000089 WA 1/1/2013 212000103 WA 3/1/2013 212000104 WA 3/1/2013 212000104 WA 3/1/2013 216000148 WA 12/1/2012 216000148 WA 12/1/2012 216000149 WA 1/1/2013 216000149 WI 12/1/2012 216000149 WI 12/1/2012 216000696 WI 1/1/2013 216000697 WI 12/1/2012 216000697 WI 15/1/2013 216000696 WI 1/1/2013 216000697 WI 5/1/2013 216000697 WI 5/1/2013 216000696 WI 1/1/2013 216000697 WI 5/1/2013 219900998 WI 6/3/2012 219900777 WI 1/5/2013 219900998 WI 6/9/2012 2199000999 WV 5/31/2012 219900104 WV 2/15/2013 219900999 WV 5/31/2012 219900597 WV 10/11/2012 212000013 WY 4/1/2013 219900597 WV 10/11/2012			32. () XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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219900312 VA			
219900313 VA 7/7/2012 219900377 VA 8/1/2012 219900382 VA 8/1/2012 219900522 VA 9/15/2012 219900557 VA 9/23/2012 219900669 VA 11/12/2012 219900719 VA 12/8/2012 21990078 VA 12/21/2012 219900850 VA 2/7/2013 219900850 VA 2/7/2013 219900943 VA 2/18/2013 219900972 VA 4/11/2013 219900978 VA 4/13/2013 219900978 VA 4/13/2013 212000088 WA 1/1/2013 212000089 WA 1/1/2013 212000104 WA 3/1/2013 212000104 WA 3/1/2013 216000104 WA 12/1/2012 216000104 WA 5/1/2012 216000104 WI 12/1/2012 216000104 WI 12/1/2012 216000104 WI 12/1/2012 216000516 WI 6/3/2012 216000696 WI 1/1/2013 216000696 WI 1/1/2013 216000696 WI 1/1/2013 216000696 WI 1/1/2013 216000696 WI 1/1/2013 216000696 WI 1/1/2013 219900339 WI 7/15/2012 219900147 WI 5/8/2013 219900339 WI 7/15/2012 219900104 WV 7/1/2012 219900777 WI 1/5/2013 219900998 WI 6/9/2012 219900777 WI 1/5/2013 219900998 WI 6/9/2012 219900777 WI 1/5/2013 219900998 WI 6/9/2012 219900104 WV 2/15/2013 219900199 WV 5/31/2012 219900199 WV 5/31/2012 219900199 WV 5/31/2012 219900199 WV 5/31/2012 219900199 WV 5/31/2012 219900199 WV 5/31/2012 219900199 WV 5/31/2012 219900199 WV 5/31/2012 219900199 WV 5/31/2012			
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Exhibit B

Policyholder Consent Version:

ONEBEACON AMERICA INSURANCE COMPANY

ATLANTIC SPECIALTY INSURANCE COMPANY

Policy Number	

Dear Policyholder:

This notifies you of an agreement entered into between OneBeacon America
Insurance Company ("OneBeacon America") and Atlantic Specialty Insurance Company
("Atlantic Specialty") on _______ 2012 to facilitate the assumption of OneBeacon America
policies by Atlantic Specialty. Both OneBeacon America and Atlantic Specialty are members of
the OneBeacon Insurance Group.

The reason for the proposed transfer of your policy from OneBeacon America to Atlantic Specialty is to effect a realignment of different types of insurance business within the OneBeacon Insurance Group. The proposed assumption does not affect the terms and conditions of your policy and the transfer will be effected seamlessly. We are asking for your consent to the transfer.

Useful Information.

The following financial information concerning Atlantic Specialty and OneBeacon America is attached: (1) ratings for the last five years from nationally recognized insurance rating services; and (2) summary balance sheet information for OneBeacon America and Atlantic Specialty. You may obtain additional information concerning OneBeacon America and Atlantic Specialty from OneBeacon's website at www.onebeacon.com or by contacting the [insert state] Department of Insurance at [insert address and phone number]. For additional financial information about OneBeacon America and Atlantic Speciality on OneBeacon's website, please see the Financial Reports tab under the Investor Relations tab on the home page of the website.

Atlantic Specialty is domiciled in New York, has its principal place of business in Minnesota, and is licensed in your state.

In order to facilitate a seamless transition of your policy from OneBeacon America to Atlantic Specialty, we are asking you to accept Atlantic Specialty as your insurer for all purposes in connection with covered losses first occurring on or after the effective date we assign to the transfer of your policy following our receipt of your consent. Thereafter, Atlantic Specialty will be fully responsible for such covered losses as if it had originally issued your policy on that effective date. OneBeacon America will remain fully responsible under your policy for all covered losses first occurring prior to that effective date. Once your policy has transferred, we are asking you to release all rights against OneBeacon America for covered losses first occurring on or after the effective date of the transfer. Your rights under the policy will remain unchanged. Only the identity of the insurer will change.

You may choose to consent to or reject the transfer to Atlantic Specialty and release of OneBeacon America. Whether or not you accept the transfer and release, all policyholder and claim services under your policy will be performed by Atlantic Specialty pursuant to an Administrative Services Agreement entered into between OneBeacon America and Atlantic Specialty. Other than claims notices, all correspondence and inquiries regarding your policy after ______ 2012 should be submitted to:

Atlantic Specialty Insurance Company

44 Whippany Road

Morristown, NJ 07960

Attention: Tim Shaw

Please note that claims notices should be submitted to Atlantic Specialty, but in accordance with the terms and conditions of your policy.

Accept. If you choose to accept Atlantic Specialty as your insurer and release OneBeacon America, you may notify us in writing by signing and returning the enclosed preaddressed, postage-paid card or by writing to us at the following address.

Atlantic Specialty Insurance Company

44 Whippany Road

Morristown, NJ 07960

Attention: Tim Shaw

Reject. If you reject the transfer, your policy will remain with OneBeacon America and you will have no policy with Atlantic Specialty.

Inaction. If we do not hear from you, future premium billing statements, if any, will be sent to you by Atlantic Specialty, although a means will be provided for you to make

your payment to OneBeacon America. Payment of premiums to Atlantic Specialty shall constitute your consent to the transfer. If you do not reject the transfer through use of the enclosed pre-addressed postage-paid card or through a subsequent premium billing statement, if applicable, you will be deemed to have consented to the transfer.

Effect of Transfer

If you accept this transfer, Atlantic Specialty Insurance Company will be your insurer for all purposes in connection with covered losses first occurring on or after the effective date we assign to the transfer of your policy. A Certificate of Assumption, identifying your policy, will be sent you and should be attached to your policy. Atlantic Specialty Insurance Company will have direct responsibility to you for all covered losses first occurring on or after that effective date. OneBeacon America Insurance Company will no longer have any obligations to you for losses occurring on or after that effective date.

If you accept this transfer, you should promptly return the attached card. Please make all premium payments and claims submissions to Atlantic Specialty Insurance Company and direct all questions to Atlantic Specialty Insurance Company.

If you have any further questions about this agreement, you may contact OneBeacon America Insurance Company or Atlantic Specialty Insurance Company.

Sincerely,

OneBeacon America Insurance Company 44 Whippany Road Morristown, NJ 07960 Attention: Tim Shaw Atlantic Specialty Insurance Company 44 Whippany Road Morristown, NJ 07960 Attention: Tim Shaw

	RESPONSE CARD
	Yes, I accept the transfer of my policy(ies) from OneBeacon America Insurance Company to Atlantic Specialty Insurance Company.
	No, I reject the proposed transfer of my policy(ies) from OneBeacon America Insurance Company to Atlantic Specialty Insurance
	Company and wish to retain my policy(ies) with OneBeacon America Insurance Company. I understand that Atlantic Specialty Insurance Company will perform all services on my
	policy(ies), but I will have no insurance policy with Atlantic Specialty.
•	
Date	Signature
Name:	
Street Address:	
City, State & Zip: _	

Policyholder Notice Version:

ONEBEACON AMERICA INSURANCE COMPANY

ATLANTIC SPECIALTY INSURANCE COMPANY

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Policy	y Number		

This notifies you of an agreement entered into between OneBeacon America Insurance Company ("OneBeacon America") and Atlantic Specialty Insurance Company ("Atlantic Specialty") on ______ 2012 to facilitate the assumption of OneBeacon America policies by Atlantic Specialty. Both OneBeacon America and Atlantic Specialty are members of the OneBeacon Insurance Group.

The reason for the proposed transfer of your policy from OneBeacon America to Atlantic Specialty is to effect a realignment of different types of insurance business within the OneBeacon Insurance Group. The proposed assumption does not affect the terms and conditions of your policy and the transfer will be effected seamlessly.

Useful Information.

The following financial information concerning Atlantic Specialty and OneBeacon America is attached: (1) ratings for the last five years from nationally recognized insurance rating services; and (2) summary balance sheet information for OneBeacon America and Atlantic Specialty. You may obtain additional information concerning OneBeacon America and Atlantic Specialty from OneBeacon's website at www.onebeacon.com or by contacting the [insert state] Department of Insurance at [insert address and phone number]. For additional financial information about OneBeacon America and Atlantic Speciality on OneBeacon's website, please see the Financial Reports tab under the Investor Relations tab on the home page of the website.

Atlantic Specialty is domiciled in New York, has its principal place of business in Minnesota, and is licensed in your state.

Your Rights

In order to facilitate a seamless transition of your policy from OneBeacon America to Atlantic Specialty, we are asking you not to object to the substitution of Atlantic

Specialty as your insurer for all purposes in connection with covered losses first occurring on or after the effective date we assign to the transfer of your policy. Thereafter, Atlantic Specialty will be fully responsible for such covered losses as if it had originally issued your policy on that effective date. OneBeacon America will remain fully responsible under your policy for all covered losses first occurring prior to that effective date. Once your policy has transferred, you will have released all rights against OneBeacon America for covered losses first occurring on or after the effective date of the transfer. Your rights under the policy will remain unchanged. Only the identity of the insurer will change.

You may choose to reject the transfer to Atlantic Specialty and release of OneBeacon America. If you do not reject the transfer and release through the use of the enclosed pre-addressed postage-paid card we will deem you to have accepted the transfer and release. If you reject the transfer and release, your policy will remain with OneBeacon America and you will have no policy with Atlantic Specialty.

Whether or not you reject the transfer and release, all policyholder and claim services under your policy will be performed by Atlantic Specialty pursuant to an Administrative Services Agreement entered into between OneBeacon America and Atlantic Specialty. Other than claims notices, all correspondence and inquires regarding your policy after ______ 2012 should be submitted to:

Atlantic Specialty Insurance Company

44 Whippany Road

Morristown, NJ 07960

Attention: Tim Shaw

Please note that claims notices should be submitted to Atlantic Specialty, but in accordance with the terms and conditions of your policy.

Effect of Transfer

Unless you reject this transfer and release, Atlantic Specialty Insurance Company will be your insurer for all purposes in connection with covered losses first occurring on or after the effective date we assign to the transfer of your policy. A Certificate of Assumption, identifying your policy, will be sent you and should be attached to your policy. Atlantic Specialty Insurance Company will have direct responsibility to you for all covered losses first occurring on or after that effective date. OneBeacon America Insurance Company will no longer have any obligations to you for losses occurring on or after that effective date.

If you reject this transfer and release, you should promptly return the attached card. Please make all premium payments and claims submissions to Atlantic Specialty Insurance Company and direct all questions to Atlantic Specialty Insurance Company.

If you have any further questions about this agreement, you may contact OneBeacon America Insurance Company or Atlantic Specialty Insurance Company.

Sincerely,

OneBeacon America Insurance Company 44 Whippany Road Morristown, NJ 07960 Attention: Tim Shaw Atlantic Specialty Insurance Company 44 Whippany Road Morristown, NJ 07960 Attention: Tim Shaw

	RESPONSE CARD
	Yes, I accept the transfer of my policy(ies) from OneBeacon America Insurance Company to Atlantic Specialty Insurance Company.
	No, I reject the proposed transfer of my policy(ies) from OneBeacon America Insurance Company to Atlantic Specialty Insurance Company and wish to retain my policy(ies) with OneBeacon America Insurance Company. I understand that Atlantic Specialty Insurance Company will perform all services on my policy(ies), but I will have no insurance policy with Atlantic Specialty.
Date	Signature
	·

SERFF Tracking Number: CLTR-128163279 State: Arkansas

Filing Company: Atlantic Specialty Insurance Company State Tracking Number:

Company Tracking Number: ASIC/OBA 2012 ASSUMPTION

TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement

Product Name: Notice and Certification of Assumption

Project Name/Number: Notice/Certification Filing/ASIC/OBA 2012

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date: Schedule Schedule Item Name Replacement Attached Document(s)

Creation Date

06/05/2012 Form Assumption Notice 06/26/2012 Assumption Notice Letter -

Deemed Consent (5-22-12).pdf (Superceded)



ONEBEACON AMERICA INSURANCE COMPANY

ATLANTIC SPECIALTY INSURANCE COMPANY

	, 2012
Policy Number:	
Policyholder:	
Dear Policyholder:	
Company ("OneBeacon America") and Atlantic Spe	DneBeacon America policies by Atlantic Specialty.
	of your policy from OneBeacon America to Atlantic ypes of insurance business within the OneBeacon of affect the terms and conditions of your policy and
<u>Useful Information</u>	
Attached to this notice is a Certific policy referenced above. The effective date indicated policy. Atlantic Specialty Insurance Company will he first occurring on or after this effective date. One have any obligations to you for losses occurring on or	ave direct responsibility to you for all covered losses Beacon America Insurance Company will no longer
If you have any further questions a America Insurance Company or Atlantic Specialty In	about this agreement, you may contact OneBeacon surance Company.
	Sincerely,
OneBeacon America Insurance Company 44 Whippany Road	Atlantic Specialty Insurance Company 44 Whippany Road

Assumption Notice Page 1 of 1

Morristown, NJ 07960

Attention: Tim Shaw

5.22.12

Morristown, NJ 07960

Attention: Tim Shaw